

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Bruce Taylor: 954-327-3741

PREPARED BY: Heidi Cavicchia

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN AGREEMENT REGARDING A GRANT OF EASEMENT BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE BENEFIT OF THE TOWN OF DAVIE AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Utilities Department is in need of an easement on property owned by the Internal Improvement Trust Fund of the State of Florida which is managed by The University of Florida Board of Trustees under Lease Number 2740. They are agreeable to granting this easement for the installation and maintenance of a lift station and have prepared an agreement which needs to be signed by the Town of Davie.

PREVIOUS ACTIONS: None

CONCURRENCES: Town Attorney reviewed and approved

FISCAL IMPACT: No

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Easement Agreement (Exhibit “A”)

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN AGREEMENT REGARDING A GRANT OF EASEMENT BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE BENEFIT OF THE TOWN OF DAVIE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is agreeable to dedicating to the public certain lands for public right-of-way; and

WHEREAS, the Town Council wishes to authorize the appropriate Town officials to execute the agreement regarding such Easement, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The appropriate Town officials are hereby authorized to execute the agreement by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the Town of Davie, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The Town of Davie does hereby agree to the terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "A".

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009.

MAYOR/COUNCILMEMBER
ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2009.

EXHIBIT "A"

This Easement was prepared by:
Joseph Duncan, Bureau of Public
Land Administration, Division
of State Lands, Department of
Environmental Protection,
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

OAE1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number 32011

THIS EASEMENT, made and entered into this _____ day of _____
20____, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in
Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and
the TOWN OF DAVIE, FLORIDA, a municipal corporation, hereinafter referred to
as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real
property, which is managed by The University of Florida Board of Trustees
under Lease Number 2740; and

WHEREAS, GRANTEE desires an easement across the hereinafter described
real property for the installation and maintenance of a lift station; and

WHEREAS, the managing agency has agreed to the proposed use of this
land under this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants
and agreements hereinafter contained, has granted, and by these presents does
grant unto GRANTEE, a non-exclusive easement across the following described
real property in Broward County, Florida, to-wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations
herein shall be exercised by the Division of State Lands, State of Florida
Department of Environmental Protection.
2. TERM: The term of this easement shall be for a period of fifty years
commencing on _____, and ending on _____,
unless sooner terminated pursuant to the provisions of this easement.
3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to
installation and maintenance of a lift station upon and across the property
described in Exhibit "A" during the term of this easement. This easement
shall be non-exclusive. GRANTOR retains the right to engage in any
activities on, over, across or below the easement area which do not

unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to

inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any

lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. TIME: Time is expressly declared to be of the essence of this easement.

15. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

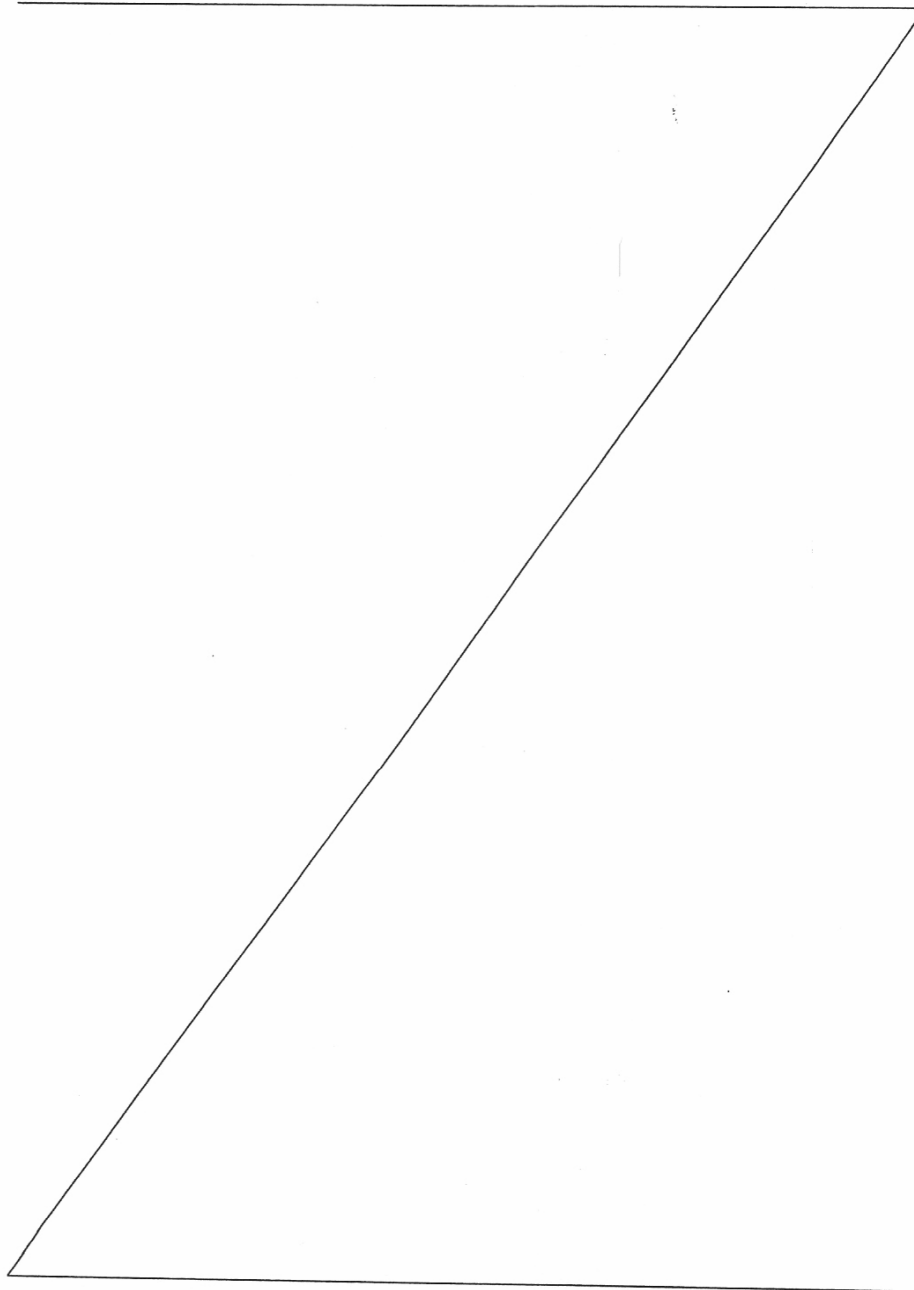
16. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. RECORDING OF EASEMENT: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.



IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)

GLORIA C. BARBER, OPERATIONS
AND MANAGEMENT CONSULTANT
MANAGER, BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

TOWN OF DAVIE, FLORIDA
a municipal corporation

Witness

Print/Type Name

Witness

Print/Type Name

By: _____

Print/Type Name

Title: _____

(OFFICIAL SEAL)

"GRANTEE"

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of
____ 20__, by _____, as _____,
on behalf of the Town of Davie, Florida, a municipal corporation. He/she is
personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Exhibit A

**LAND DESCRIPTION
40 FOOT LIFT STATION EASEMENT
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA**

A portion of Tract 6, Tier 39, "JOHN W. NEWMAN SURVEY", according to the plat thereof as recorded in Plat Book 2, Page 26, of the Public Records of Dade County, Florida and being more particularly described as follow:

COMMENCING at the Southeast corner of Parcel B, "FARM STORE - DAVIE", according to the plat thereof as recorded in Plat Book 139, Page 37 of the Public Records of Broward County, Florida;

THENCE South 75°15'11" East on the Easterly prolongation of the South line of said Parcel B, a distance of 15.00 feet to the Westerly;

THENCE South 14°44'49" West on said Westerly right-of-way line of College Avenue, a distance of 945.38 feet to a point on the Northerly line of an existing Utility Easement;

THENCE North 75°15'11" West on said Northerly line, a distance of 133.00 feet to the **POINT OF BEGINNING**;

THENCE continue North 75°15'11" West on said line, a distance of 40.00 feet;

THENCE North 14°44'49" East, a distance of 40.00 feet;

THENCE South 75°15'11" East, a distance of 40.00 feet;

THENCE South 14°44'49" West, a distance of 40.00 feet to the **POINT OF BEGINNING**;

Said Lands lying in the Town of Davie, Broward County, Florida, and containing 1,600 square feet (0.04 acres), more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.

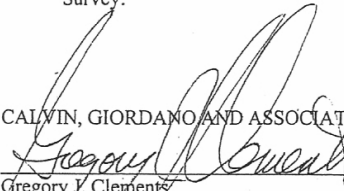
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
July 24, 2008
P:\Surveying Reference\RANGE_41\TS_50\SEC_14\Davie Lift station 20.doc

APPROVED BY
DEP - BSM
SURVEY REVIEW SECTION
BSM# 5273
DATE 4.6.09

Exhibit A
Page 8 of 10
Easement No. 32011

3. Bearings shown hereon are based on the South line of Parcel 'B' as shown on FARM STORE - DAVIE" according to the plat thereof as recorded in Plat Book 139, Pages 37 of the Public Records of Broward County, Florida, with said line having a bearing of North 75°15'11" East.
4. Information contained herein and on the attached sketch does not represent a Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.


Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number LS 4479

Date: 7-24-08

SCALE 1"= 40'

LEGEND:

B.C.R.	Broward County Records
C.	Centerline
D.C.R.	Dade County Records
D.E.	Drainage Easement
L.B.	Licensed Business
-/-	Limited Access Line
O.R.B.	Official Records Book
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
P.B.	Plot Book
P.G.	Page
R/W	Right-of-Way
S.D.F.T.	Square Foot
SEC	Section
S.R.	State Road
U.E.	Utility Easement

LEGEND:

B.C.R.	Broward County Records
C	Centerline
D.C.R.	Dade County Records
D.E.	Drainage Easement
L.B.	Licensed Business
-/-/-	Limited Access Line
O.R.B.	Official Records Book
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
P.B.	Plat Book
PG.	Page
R/W	Right-of-Way
SQ.FT.	Square Feet
SEC	Section
S.R.	State Road
U.E.	Utility Easement

P.O.C.
SOUTHEAST CORNER OF PARCEL B
(P.B. 139, PG. 37, B.C.R.)

South Line of Parcel B
(P.B. 139, PG. 37, B.C.R.)
North line of South ½ of
Tract 5, Tier 39
(P.B. 2, PG. 26, D.C.R.)
North Property line of
Agricultural Research Center

AREA = 1,600

S75°15'11"E
40.00'

S14°44'49"W
40.00'

N75°15'11"W
40.00'

N14°44'49"E
40.00'

N75°15'11"W
133.00'

NOTE: Easement shown hereon area as shown on the Record Drawing's for University of Florida Agricultural research Center Force Main Replacement, Last dated 09-07-89, provided by the Town of Davie



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
1800 Eiler Drive, Suite 600
Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax 954.921.8807
Certificate of Authorization 8791

JOHN W. NEWMAN SURVEY
TOWN OF DAVIE
BROWARD COUNTY, FLORIDA

SCALE
1" = 40'

DATE
06-23-08

PROJECT No	
CAD FILE	SEE LEFT

SHEET 3

Exhibit A
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Easement No. 32011